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**PUBLIC SERVICE
COMMISSION**

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December 13, 2013

HAND DELIVERED

Jeff R. Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

RE: Case No. 2013-00144 (Post-Case Referenced Correspondence File)

Dear Mr. Derouen:

Enclosed please find the second amendment to the Renewable Energy Purchase Agreement between Kentucky Power Company and ecoPower Generation-Hazard LLC.

It is being provided for informational purposes, and Kentucky Power requests that it be placed in the post-case referenced correspondence file.

Very truly yours,


Mark R. Overstreet

MRO

cc: Michael L. Kurtz
Jennifer B. Hans

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SECOND AMENDMENT

This **SECOND AMENDMENT** ("Amendment") is made as of December 6, 2013 by and between ecoPower Generation-Hazard LLC, a Kentucky limited liability company ("Seller"), and Kentucky Power Company, a Kentucky corporation ("Purchaser"). Each of Seller and Purchaser are sometimes referred to herein as a "Party" and collectively as the "Parties".

RECITALS

- A. WHEREAS, Seller and Purchaser are Parties to that certain Renewable Energy Purchase Agreement dated as of March 15, 2013, as amended by that First Amendment dated June 28, 2013 ("REPA");
- B. WHEREAS, the Parties mutually desire to modify certain terms and conditions of the REPA, as more fully set forth herein, as Purchaser has yet to make any determinations under Section 6.1, because, amongst other items, under the terms of the REPA, there are no orders that are final and non-appealable by November 15, 2013; and
- C. WHEREAS, Section 20.10 of the REPA requires that any modification or amendment to the REPA be made in writing and signed by both Parties.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the REPA.

- 1. Amendment Effective Date. The Parties agree to amend the REPA as set forth in Section 3 hereof, which amendments will be effective as of December 6, 2013 ("Effective Date").
- 2. Amendments. The Agreement will be amended as of the Effective Date as follows:
 - a. Section 1.4 Definitions is amended as follows: The defined term "Commision Approval Order" is modified by inserting ", as amended," after each reference to the word "REPA".
 - b. Section 6.1(A) is amended as follows: "Section 6.1(A) Purchaser's Conditions Precedents." Section 6.1 (A) of the REPA is hereby amended by inserting "February 28, 2014" in both locations to replace the reference to "December 15, 2013" and by inserting "January 31, 2014" in both locations to replace the reference to "November 15, 2013". Insert the following sentence at the end of 6.1(A): "Purchaser will submit a Commission Approval Application with the Commission for the REPA, as

amended herein, and must receive a Commission Approval Order on or before July 31, 2014 for the REPA, as amended herein. The form of Purchaser's Approval Application for the REPA as amended herein and the conduct by Purchaser of any proceedings, including any settlement or appeal, related to or arising from such Approval Applications shall be determined in the sole discretion of Purchaser. Neither Seller nor any of its Affiliates, employees or agents shall engage in discussions with the Commission or any other party to any proceedings related to the Approval Application for the REPA as amended herein, or otherwise participate in any meetings with the Commission or any such other party, or intervene in any such proceedings, without Purchaser's consent. If there is no Commission Approval Order for the REPA as amended herein by July 31, 2014, Purchaser, by notice to Seller delivered on or before August 30, 2014, may terminate the REPA including, for the avoidance of doubt, all amendments of the REPA, without any further financial or other obligation to Seller as a result of such termination except that Purchaser shall return the Security Fund to Seller; provided that, if Purchaser has not on or prior to August 30, 2014 provided notice to Seller of a termination of the REPA including all amendments of the REPA as a result of having no Commission Approval Order for the REPA as amended herein by July 31, 2014, Purchaser shall be deemed to have waived its right to terminate this REPA, as amended herein or otherwise, for failure to achieve such condition precedent.

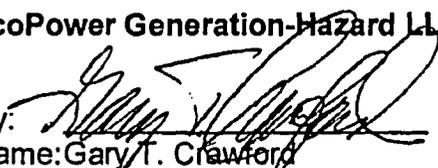
- c. Section 11.1 (A) Seller Security Fund. Section 11.1(A) of the REPA is hereby amended by inserting "February 28, 2014" to replace the reference to "December 15, 2013".
- d. Section 11.2 Early Termination Right of Seller; Termination Prior to Financial Closing. Section 11.2 (C), (D), (E), and (F) are all hereby amended by inserting "August 30, 2014" to replace all references to "May 15, 2014".

3. General Terms.

- (a) REPA. Except to the extent expressly modified by this Amendment, all other terms and conditions of the REPA will remain unmodified and continue in full force and effect. Any reference to the REPA from and after the Effective Date will be deemed to refer to the REPA as amended hereby, unless otherwise expressly stated.
- (b) Governing Law. This Amendment will be governed by the same state whose laws govern the REPA.
- (c) Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Second Amendment as of the date first written above.

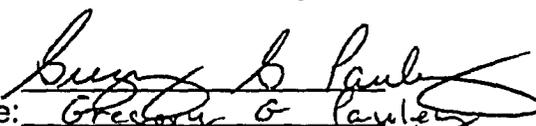
ecoPower Generation-Hazard LLC

By: 

Name: Gary T. Crawford

Title: Chief Executive Officer

Kentucky Power Company

By: 

Name: Gregory G. Paulsen

Title: President & COO AEP/Kentucky Power